years, he is of the opinion that the amount of seatate of said Specter has been subject to various murigages to the full value; that he has also owed large amounts of unsecured dietas and that from 1870 he has been insolvent. His affairs were growing worse constantly debts and that from 1870 he has been insolvent. His affairs were growing worse constantly while he was agent. Mr. Spencer's affairs Spencer, brother of said Thomas Spencer, purchased a trust of land called Walpunales, gimuse in Hile, Hawaii, for SSO and that the purchase was in fact made by Thomas Spencer and the escaledaration paid by birs, but the creation paid by birs, but the forest taken in the name of Chas. N. Spencer see 1881, which included the amount of \$200,000, and another dated the last of July, the second taken in the name of Chas. N. Spencer see

The bill prays for a discovery of the titles of papers and of certain posterial forts; that C. N. Spencer and T. Spencer jr. may be de-craved to hold the premises as trustees of Tous. Spencer, that the dead of December 12th, 1876, to Time Spencer jr. may be declared word as to the creditions of Time. Spencer and that C. N. Spencer and Thes. Spencer fr. may be ordered to correct their title in the estate to the pelithwers, etc., etc.

Thomas Spenned at aucties of the Hawalian Gover ot a truct of land at Laupahoehoe for \$1,1 daining 68 1.10 acres and caused the Roy Spenour je; that said Thomas Speno then and for a long time half been insul-that no consideration was paid by The

The bill prays for the same relief, substa lly, as the first bill. I. Spencer answe the first bill, is substance that he admi-e allegations of his bankrupacy and the presentment of plaintills as uselignees; but do not his fractivency since 1870, or that his state has been from 1860 in the present or multiple of with most garges to the full valudability that the land of Walparnalid was perhaps to the full valudability of the present of the full valudability o e payment of his debts, but that his (The Spencer in admits the transfe or 1. Spencer it, by C. N. Spencer by Thomas Spencer, his afterney, and the association of the lease as guardian, denies that Charles N. before was his transfer. Spenor was his trustee, or that T. Spenor jr. is his trustee, or that the conveyances are randulent as to his creditors, or were intended translutent as to his crediture, or were intended in conceal his own interest in the premises, or to just them beyond the reach of his crediture, produces the deeds asked for; and, among other specific regilies to interrogatories, says that the amount of his property was in 1876, equal to the amount of his debts and 109 percent never, and that it was so the year before that up to 1878 or 1879, his property has squalled the amount of his debts. That be first took possessmen of Waipunster 12th of processor, 1878; that C. N. Spencer never demanded at account of the rents and profits; that on money was paid to C. N. Spencer never demanded at account of the rents and profits; that no money was paid to C. N. Spencer never demanded at account of the rents and profits; that no money was paid to C. N. Spencer never demanded of the sound that the deed was related before the chancellor we think his finding that on Dec. 12th, 1876, the defendant, Thes. Spencer, was insolvent, and that the deed then made to his sen, said Thos. Spencer, and the conditions of the sound that the deed then made to his sen, said those of the Government by the precurence of the sense of the said of \$250 acres of land in the deed then made to his sen, said those the precure of the said conveyed, and that the deed was void as to creditive of the said deed from the government to Thos. Spencer has the his finding that on Dec. 12th, 1876, the defendant, These Spencer, was insolvent, and that the deed then made to his sen, said Those Spencer, and the conditions of the sound that the deed then made to his sen, said those the form of the said that the deed then made to his sen, said those the sound of the said the said that the deed then made to his sen, said those the said that the deed the said the said the said the said the said the said t

of the tower sout for \$1,110 was made with the money of T. Spencer jr., and admits, that he was insolvent in 1877, and had been so for a long time before.

The first question at issue is whether Thes. pender was insolvent in 1870, 1876 or 1877.

B. B. Macfarlams, et al. assignces of Thomas Spencer, a bankrupt, vs. Thomas Spencer, chomas Spencer jc. et al. Before the Chanteller.

ANY THE COLEX.

Two balls in equity were fibed by the potiminers. In the first one it is alleged that the plantation would have been augmented, and walker swear that they considered the plantation would have been augmented, and walker swear that they considered the plantation would have been augmented, and also a good manager would have made a great difference on the value of the property. It was now was adjudged a bankrupter of Hills, that there is evidence to have Mr. Spencer declared a bankrupt, but before adjudication, the proceedings were discontinued. Mr. Adams says that if the contract labor could have been augmented, and also a good manager would have made a great difference on the value of the property. It was now was adjudicated to the unsecured claims spaints Spencer, and pressally retains his claims against Spencer, and pressally retains his claims against Spencer, and anomalies of the large surplus besides that over \$25,750, held by McGrew against Thomas Spencer the large surplus besides that over \$25,750, held by McGrew against Thomas Spencer out the value of the value of the value of the value of the plantation, unnifestly, and the property. It was not not the first own that the contract of the plantation is the plantation and th

14th of February, 1881; that since about the from his knowledge of Mr. Spencer's property year 1860 said Spencer has been congaged in derived from his lossiness connection with 128. Dasiness of sugar planting in Hilo; that him and agency for him for from 12 to 15 from that date to the fling of the bill the real years, he is of the opinion that the zureant of

parchase was in fact made by Thomas Spencer favor Walker & Allen, dated 29th April, 1870, and the consideration paid by hom, but the for \$20,000, and another dated the 1st of July, dred taken in the name of Class. N. Spencer so that the land might not be answerable for the and which was finally foreclosed in 1880. the feath of the many factories in the training of the land to be been of Thomas Specter that Thomas Specter in the Thomas Specter is nodebtedness of T. Specter held by Pr. J. as is a last cause of the land to be present time; that is July, 1876, Thomas become time that is July, 1876, Thomas because it is a large of the land to be foreign to be \$133,048.18, by the enhanced values of his plantation to be present to take of a Royal Paient for the land and paid its flowerment commutation there—

and T. Speccer, the former agreed to take Reciprocity treaty, on Sept. 1st, 1878 and control to the present to the plantation of the present to the plantation to the plantation to be present to the plantation to the plantation to the present to the plantation to the present to the plantation to the plantatio

and profit the feverement commutation there, in the Charles & Spencer as the treatment of the great beyond the relation of Spencer as the consideration power of attorney, child November Sh, 1876, to leane, self, more provided seed and that by a secret and unrecorded deed and that by a secret and unrecorded deed dated the 12th of December, 1876, Thomas Spencer as the attorney of Char. S, Spencer between the observed the said along the said support the allegation in the hill that Spencer as the attorney of Char. S, Spencer to exceed the said along the said subject that it is 1876, so far as the larged to the said along the said and that be likely that it is 1876 the said Thomas Spencer as the legal title is new in Thomas Spencer, as the legal title is new in Thomas Spencer, as the legal title is new in Thomas Spencer, as the legal title is new in Thomas Spencer, the size of the said spencer was the said that the lime the december of Thomas Spencer, the lead title of this land was to C. N. Spencer the size of Thomas Spencer, the lead title is new in Thomas Spencer, the lead to the said spencer was the said that the lime the december of Thomas Spencer, the lead to the said along time insolvent, the transfer to Thomas Spencer was the lead to the said spencer in the said that the lead to the lead to the said spencer was the said that the lead to the said that the lead to the said that the lead to the lead to the lead to the lead to the said spencer was the said that the lead to the

plaintiffs. I consider new the purchase of the land called flakes, the particulars of which are given in the second bill. The Reyal Patent is dated September 29th, 1877. G. W. Macfarlane says Spencer's position financially was a little worse in 1877 than in 1876; and I have no doubt he was then insolvent. He says he to the says to this bill. mount (drawn by himself). The plantation cooks would show this, if true, and they are not produced. I think the burden was on the

me and the transaction is so colorable roughout that the most satisfactory precise outd have been adduced by respectent, mediering Macfarlane's testimony on this cite, and time was afforded him, from May

s both bills, and a decree accordingly will be good on presentation. I consider, however,

F. M. Hatch for plaintiffs; A. S. Hartwell c respondent Thea. Spencer. A. Francis Jude,

Hemelula, Jane 27th, 1882.

Just, C. J., McColly and Austin, J. J.

Opinion of the Court by Anatio, J.

H. R. Manfarlane et al., vs. Thus. Spencer, Thus. Spencer, Jr., C. N. Spencer and R. R. Hind; and H. R. Manfarlane et al., vs. Thes.

cut, on the appeal in this Court taken a decision of the Chanceller, setting frandulent and void as to creditors two deeds of land on the Island of Hawaii, executed to the defendant, Thos. Spencer, Jr., the one by the defendant Thos. Spencer as attorney for C. N. Spencer and the other by atteries for c. N. Spencer and the other by the government by the procurement of said Thea. Spencer. The said deed from C. N. Spencer bears date of Dec. 12th, 1876, and is of 2529 acres of land in the district of Hilo, known as the Ahaguan of Waleumhei. The Chanceller finds that the said Thos. Spencer was then insolvent, and the real aware of the land conveyed; and that the deed was void as to creditions of Thos. Spencer. Upon this

Jr., now evidence was effected and secured before us, and we now come to examine the case upon all the evidence presented.

Upon the evidence before the Chancelier we think his finding that on Dec. 12th, 1876, the defendant, Thes. Spencer, was insolvent; and that the deed then made to his son, said Thos. Spencer, Jr., was void as to creditors of Thos. Spencer, was just; and upon duly considering

the manage of T. Spencer, jr., and minute, that he was insulvant in 1877, and had been so for a long time before.

The two cases were tried ingether, and it was agreed that the evidence address is to be applicable.

By the sworn answer of the defendant, Thus. Spencer, in the case relating to the said conveyance by the government to the defendant, Thus. Spencer, was just these points, we do not think that finding about the everyed.

By the sworn answer of the defendant, Thus. Spencer, was just these points, we do not think that finding about the everyed.

By the sworn answer of the defendant, Thus. Spencer, was just these points, we do not think that finding about the everyed.

By the sworn answer of the defendant, Thus. Spencer, was just these points, we do not think that finding about the everyed.

By the sworn answer of the defendant, Thus. Spencer, in the case relating to the said conveyance by the government to the defendant, Thus. Spencer, in the case relating to the said conveyance by the government to the defendant, Thus. Spencer, Thus a supplied to the said conveyance by the government to the defendant, Thus. Spencer, Thus a supplied to the sworn answer of the defendant, Thus. Spencer, and thus the sworn answer of the defendant, Thus. Spencer, Thus a supplied to the sworn answer of the defendant, Thus. Spencer, and the sworn answer of t

The first question at issue is whether Toos Spencer was insolvent in 1876, 1876 or 1877.

I feel no doubt that he was inactivent of have to prove this, first, his own swarm admission. From the records of this Court is appears that Toos. Spencer and his wife's trastees, under a does of separation, dated the 39th (1984), recording to the 39th (1984), presented to the Joseph of Poccuries, 1884, presented to the Joseph

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of \$1,110 was paid on behalf of Thes. Spencer, fr. and out of his funds. New proofs are presented. The plantation books referred to

Jr., and no satisfactory proof showing other

As to the land of Hakoa, therefore, the de-ree of the Chanceller is revers, I, and the re-mainder of the decree affirmed.

F. M. Hatch for Plaintiffs. A. S. Hartwell

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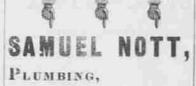
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